

#3

Attorney Docket No: GRCN001401US

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Brouk *et al.*

Serial No.: 09/820,966

Examiner: To be assigned

Filed: March 30, 2001

Art Unit: 2151

For: **SYSTEM AND METHOD FOR ROUTING MESSAGES BETWEEN APPLICATIONS**Commissioner for Patents
Washington, D.C. 20231RECEIVED
AUG 14 2001
Technology Center 2100**POWER OF ATTORNEY BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

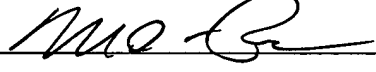
- ☒ **An assignment document, a copy of which is enclosed herewith;**
- ☐ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel ___, Frame ___.

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
Tel: (703) 456-8000
Fax: (703) 456-8100

CUSTOMER NUMBER: **022903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 6-19-01 Signature: 
Name: Mark Rosen
Title: Gen'l Counsel
Company: **Grand Central Networks, Inc**

ASSIGNMENT
(Joint)

We, Lev Brouk, residing at 280 San Benito Way, San Francisco, CA 94127; Kenneth Norton, residing at 218 California Ave., Mill Valley, CA 94941; Jason Douglas, residing at 493 29th St., San Francisco, CA 94131; and Peter Panec, residing at 414 12th St., Santa Monica, CA 90402; (hereinafter each referred to as "Assignor") have made an invention relating to certain new and useful improvements in:

**SYSTEM AND METHOD FOR ROUTING MESSAGES
BETWEEN APPLICATIONS**

set forth in an application for Letters Patent of the United States, which is a non-provisional application bearing Application No. 09/820,966 and filed on March 30, 2001 ; and

WHEREAS, GRAND CENTRAL NETWORKS, INC., a corporation duly organized under and pursuant to the laws of ^{DELAWARE} ~~California~~, and having its principal place of business at 275 Sacramento St., San Francisco, CA 94111 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

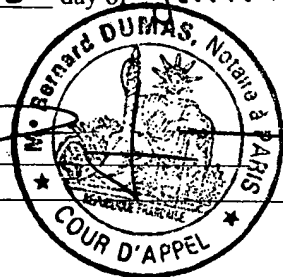
AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: July 30, 2001 By: Lev Brouk
Lev Brouk

State of: <u>France</u>
County of: <u>Paris</u>
The preceding Assignment was acknowledged before me this <u>30</u> day of <u>juillet</u> <u>2001</u> by <u>LEV BROUK</u> .
My Commission Expires: _____ Notary Public



Date: _____ By: _____
Kenneth Norton

State of: _____
County of: _____
The preceding Assignment was acknowledged before me this _____ day of _____ _____ by _____.
My Commission Expires: _____ Notary Public

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____

By: _____

Lev Brouk

State of: _____

County of: _____

The preceding Assignment was acknowledged before me this _____ day of _

_____ by _____.

My Commission Expires: _____

Notary Public

Date: 6/20/01

By: 

Kenneth Norton

State of: _____

County of: _____

The preceding Assignment was acknowledged before me this _____ day of _

_____ by _____.

My Commission Expires: _____

Notary Public

see attached

ASSIGNMENT

Attorney Docket No.GRCN001/01US

Page 3

Date: 6/20/2001

By: 

Jason Douglas

State of: _____

County of: _____

The preceding Assignment was acknowledged before me this _____ day of _____

_____ by see attached

My Commission Expires: _____ Notary Public

Date: 6/20/01

By: 

Peter Panec

State of: _____

County of: _____

The preceding Assignment was acknowledged before me this _____ day of _____

_____ by see attached

My Commission Expires: _____ Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

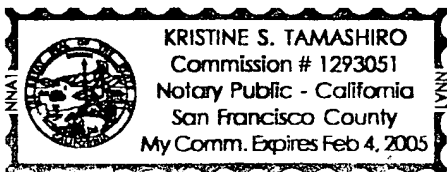
State of California

County of SAN FRANCISCO } ss.

On JUNE 20, 2001, before me, Kristine S. Tamashiro, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Kenneth S. Norton
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kristine S. Tamashiro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment (JOINT) system and Method for Routing Messages between Application

Document Date: JUNE 20, 2001 Number of Pages: 3

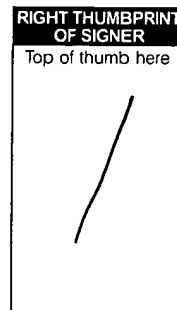
Signer(s) Other Than Named Above: LOU BROUK, JOHN DOUGLAS and Peter Pance

Capacity(ies) Claimed by Signer

Signer's Name: Kenneth S. Norton

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: N/A



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Francisco

SS.

On JUNE 20, 2001 before me, Kristine S. Tamashiro, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Jason Douglas

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kristine S. Tamashiro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment (Joint)

System and Method for Routing Messages between Applications

Document Date: JUNE 20, 2001

Number of Pages: 3

Signer(s) Other Than Named Above: Kenneth S. Norton, Lev Brink and Peter Pence

Capacity(ies) Claimed by Signer

Signer's Name: Jason Douglas

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: N/A

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

/

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Francisco

SS.

On JUNE 20, 2001, before me, Kristine S. Tamashiro, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

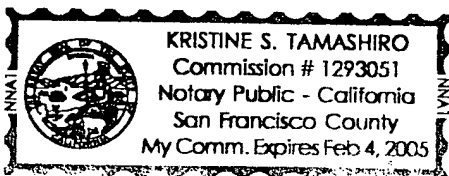
personally appeared

Peter Panec

Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kristine S. Tamashiro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Assignment (Joint)

System and Method for Routing Messages between

Document Date:

JUNE 20, 2001

Number of Pages:

3

Signer(s) Other Than Named Above:

Lev Brink, Kenneth Norton and John Douglas

Capacity(ies) Claimed by Signer

Signer's Name:

Peter Panec

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

N/A

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

/